

DOCKET NO.

In the Matter of — IN THE MATTER OF THE FILING FOR APPROVAL OF AMENDMENTS TO AN INTERCONNECTION AGREEMENT BETWEEN QWEST CORPORATION AND BLACK HILLS FIBERCOM, INC.

Public Utilities Commission of the State of South Dakota

Table with 2 columns: DATE and MEMORANDA. Contains handwritten entries: 10/17/01 Filed and Docketed; 10/18/01 Weekly Filing; 12/5/01 Order Approving Amendments to Agreement; 12/5/01 Docket Closed.

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.  
ATTORNEYS AT LAW

James H. Boyce  
David R. Greenfield  
Gregory J. Fiedler  
Walter H. Greenfield  
Thomas J. Welk  
Robert E. Greenfield  
John S. Murphy  
Michael S. Greenfield  
Gregory J. Fiedler  
Walter H. Greenfield  
Thomas J. Welk  
Robert E. Greenfield

101 North Phillips Avenue, Suite 600  
Sioux Falls, South Dakota 57104  
P.O. Box 5015  
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424 Direct Dial 605-731-0208  
Facsimile 605 334-0618 tjwelk@boycemurphy.com

Tamara A. Wilk  
Jettrey C. Clapper  
Of Counsel:  
John R. McDowell  
J.W. Boyce (1884-1915)  
John S. Murphy (1924-1966)

October 15, 2001

Debra Eloffson, Executive Director  
Public Utilities Commission of the State of South Dakota  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Filing of Amendments to the Wireline Interconnection Agreement between Qwest Corporation and Black Hills FiberCom, Inc. for the State of South Dakota  
Our File No. 2104.078

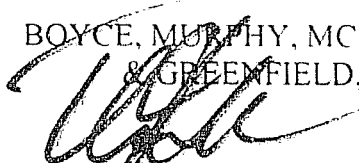
Dear Ms. Eloffson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Amendments regarding Internet Service Provider ("ISP") Bound Traffic and Enhanced Extended Loop ("EEL") to the Interconnection Agreement between Black Hills FiberCom, L.L.C. ("Black Hills") and Qwest Corporation ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement between Black Hills and Qwest which was approved by the Commission effective January 6, 1999 in Docket No. TC98-205.

The <sup>EEL</sup>ISP Amendment is made in order to add the terms and conditions and rates for Enhanced Extended Loop to the Agreement, as set forth in Attachment 1 and Exhibits A, B and C, attached to the Amendment.

The <sup>ISP</sup>EEL Amendment is made in order to add to the Agreement the terms and conditions contained in Attachments 1 and 2, attached to the Amendment.

*Wells confirmed that these were turned around.* Qwest to submit this Agreement on Black Hills' behalf.

Sincerely yours,  
BOYCE, MURPHY, MCDOWELL  
& GREENFIELD, L.L.P.  
  
Thomas J. Welk

RECEIVED  
OCT 17 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

TJW/vjj  
Enclosures  
cc: Ronald Schaible (enclosure letter only)  
Kyle White (enclosure letter only)  
Ms. Colleen Sevoid  
Ms. Mary Sullivan (enclosure letter only)

**Amendment for  
Enhanced Extended Loop (EEL)  
to the Interconnection Agreement between  
Qwest Corporation and  
Black Hills FiberCom, Inc.  
for the State of South Dakota**

RECEIVED

OCT 17 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Black Hills FiberCom, Inc. ("CLEC"), a South Dakota corporation, and Qwest Corporation ("Qwest") (f/k/a U S WEST Communications, Inc.), a Colorado corporation.

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement, for service in the state of South Dakota, that was approved by the South Dakota Public Utilities Commission ("Commission") on January 6, 1999, Docket/Order No. TC98-205 ("Agreement"); and

WHEREAS, CLEC and Qwest wish to amend the Agreement by adding the terms, conditions and rates contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. General**

This Amendment is made in order to add the terms, conditions and rates for Enhanced Extended Loop (EEL), to the Agreement, as set forth in Attachment 1 and Exhibits A, B and C, attached hereto and incorporated herein.

**2. Effective Date**

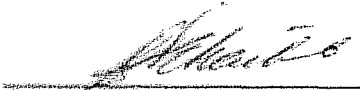
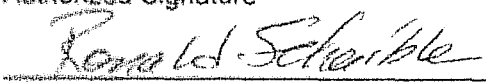
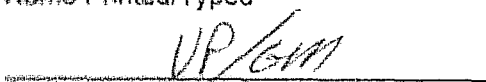
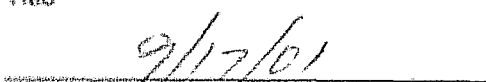
This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Customer Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**3. Further Amendments**

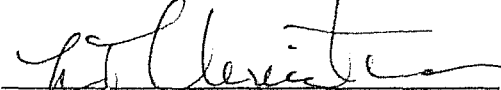
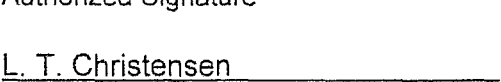
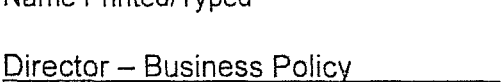
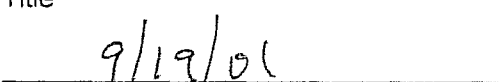
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Black Hills FiberCom, Inc.**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

ATTACHMENT 1  
ENHANCED EXTENDED LOOP (EEL)

10 Enhanced Extended Loop (EEL)

11 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. In addition, other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit C. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

1.1.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end user customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP to CLEC Collocation.

1.1.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

1.1.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an end user customer's Local Exchange Service and that the Loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

1.1.2.2 Option 2: CLEC must certify that it provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a Loop/transport combination includes multiplexing, each of the

multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

1.1.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

1.1.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option it seeks to qualify the circuit.

1.1.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 1.1.2 of this Agreement. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

1.1.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE

treatment at the time of conversion and on an ongoing basis thereafter.

b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.

f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between CLEC and Qwest.

h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 1.1.2. Qwest shall not require an audit as a prior prerequisite to provisioning EELs.

i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of

its business.

1.1.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

1.1.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 1.1.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

1.1.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 1.1.2, then the EEL shall be converted to special access or private line rates within thirty 30 days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 1.1.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 1.1.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this AGREEMENT. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

1.1.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

1.1.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and they meet the terms of this Section. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit B.



1.1.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 1.1.2.

1.1.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an end user customer to a CLEC switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to end user customers.

1.1.2.12.1 Terms and Conditions

1.1.2.12.2 CLEC must utilize EEL-P to provide a significant amount of Local Exchange Service to each end user customer served in accordance with the three options listed under Section 1.1.2.

1.1.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

1.1.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 Loops.

1.1.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

1.1.2.12.6 Installation intervals are set forth in Exhibit B, and are equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.qwest.com/carrier/guides/sig/index.html>.

1.1.2.12.7 Concentration capability installation intervals will be offered at an ICB.

1.1.2.12.8 EEL-P is available only where existing facilities are available.

## 1.2 Ordering

1.2.1 Reserved for Future Use

1.2.2 CLEC will submit EEL orders using the LSR process.

1.2.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

1.2.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

1.2.5 One LSR is required when CLEC orders Point-to-Point EEL, Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

## 1.3 Rate Elements

1.3.1 EEL Link. The EEL Link is the Loop connection between the end user customer premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

1.3.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

1.3.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges apply.

1.3.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

1.3.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.

Amendment	Recurring Fixed	Recurring Per Mile	Manufacturing	Revenue
9.23.5 Enhanced Extended Loop (EEL)				
EEL Link				
DSO 2-Wire			\$18.25	1
Zone 1	\$17.01			
Zone 2	\$18.54			
Zone 3	\$24.31			
DSO 4-Wire			\$24.25	1
Zone 1	\$31.72			
Zone 2	\$34.53			
Zone 3	\$45.40			
DSO 2/4 Wire Each Additional			\$15.75	1
DS1			\$32.25	1
Zone 1	\$18.54			1
Zone 2	\$22.52			1
Zone 3	\$27.52			1
Each Additional			\$27.52	1
DS3			\$27.52	1
Each Additional			\$27.52	1
Zone 1	\$27.52			1
Zone 2	\$32.52			1
Zone 3	\$1,201.41			1
9.23.6 EEL C			\$42.00	1
	Recurring Fixed	Recurring Per Mile	Manufacturing	Revenue
9.23.7 EEL Transport				
DS0				
DS0 Over 0 to 8 Miles	\$17.14	\$0.00		
DS0 Over 8 to 25 Miles	\$17.14	\$0.00		
DS0 Over 25 to 50 Miles	\$17.14	\$0.00		
DS0 Over 50 Miles	\$17.14	\$0.00		
DS1				
DS1 Over 0 to 8 Miles	\$34.28	\$0.00		
DS1 Over 8 to 25 Miles	\$34.28	\$0.00		
DS1 Over 25 to 50 Miles	\$34.28	\$0.00		
DS1 Over 50 Miles	\$34.28	\$0.00		
DS3				
DS3 Over 0 to 8 Miles	\$34.28	\$0.00		
DS3 Over 8 to 25 Miles	\$34.28	\$0.00		
DS3 Over 25 to 50 Miles	\$34.28	\$0.00		
DS3 Over 50 Miles	\$34.28	\$0.00		
OC-3				
OC-3 Over 0 to 8 Miles	\$17.14	\$0.00		
OC-3 Over 8 to 25 Miles	\$17.14	\$0.00		
OC-3 Over 25 to 50 Miles	\$17.14	\$0.00		
OC-3 Over 50 Miles	\$17.14	\$0.00		
OC-12				
OC-12 Over 0 to 8 Miles	\$17.14	\$0.00		
OC-12 Over 8 to 25 Miles	\$17.14	\$0.00		
OC-12 Over 25 to 50 Miles	\$17.14	\$0.00		

Exhibit A  
South Dakota

	OC-12 Over 50 Miles	\$2,213.65	\$123.61		1
	OC-48				
	OC-48 Over 0 to 8 Miles	\$7,301.45	\$308.86		1
	OC-48 Over 8 to 25 Miles	\$7,301.45	\$314.66		1
	OC-48 Over 25 to 50 Miles	\$7,301.45	\$377.55		1
	OC-48 Over 50 Miles	\$7,301.45	\$474.59		1
				Recurring	Nonrecurring
9.23.8	Multiplexing				
	DS1 to DS0		\$181.28	\$260.77	
	DS3 to DS1		\$191.32	\$287.45	
9.23.9	DS0 Channel Performance				
	DS0 Low Side Channelization		\$13.12		1
	DS1/DS0 MUX, Low Side Channelization		\$7.49		1
9.23.10	Concentration Capability			ICB	3

NOTES:

\* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

- [1] Rates addressed in Cost Docket . (TELRIC based where required.)  
 [3] ICB, Individual Case Basis pricing.

**EXHIBIT B  
SERVICE INTERVAL TABLES\***

**Enhanced Extended Loop Service Interval Table (EEL):**

<b>Product</b>	<b>Services Ordered</b>	<b>Installation Commitments</b>	<b>Repair Commitment</b>
<b>Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent</b>	1 to 8	High Density: Five (5) Business Days	4 hrs High Density
		Low Density: Six (6) Business Days	4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs High Density
		Low Density: Seven (7) Business Days	4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days	4 hrs High Density
Low Density: Eight (8) Business Days		4 hrs Low Density	
25 or more	ICB	4 hrs	
<b>Enhanced Extended Loop (EEL) – DS1</b>	1 to 8	High Density: Five (5) Business Days	4 hrs High Density
		Low Density: Eight (8) Business Days	4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days	4 hrs High Density
Low Density: Ten (10) Business Days		4 hrs Low Density	
25 or more	ICB	4 hrs	
<b>Enhanced Extended Loop (EEL) – DS3</b>	1 to 3 Circuits	High Density: Seven (7) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
	4 or more Circuits	ICB	4 hrs

**EXHIBIT B  
SERVICE INTERVAL TABLES\***

Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	24 hrs OOS 48 hrs AS
--	--	-----	-------------------------

\* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

## EXHIBIT C SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
  - a. Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
  - b. Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
  - c. Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
    - i. that is made up of UNEs that are defined by Qwest as products, and
    - ii. that is made up of UNEs that are ordinarily combined in the Qwest network.
  - d. Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including UDIT and EEL between OC-3 and OC-192.
2. Any request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. The BFR process shall be used for, among other things, the following:
  - a. Requests for Interconnection not already available as described in this Agreement,
  - b. Requests for access to an unbundled network element that has not been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access,
  - c. Requests for UDIT and EEL above the OC-192 level,
  - d. Requests for combinations of Unbundled Network Elements that include UNEs that are not defined by Qwest as products, and
  - e. Requests for combinations of Unbundled Network Elements that are not currently combined in the Qwest network.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.
4. Qwest shall acknowledge receipt of the Special Request within 5 business days of receipt.
5. Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business days of receipt of the Special Request. In the case of UNE

combinations, the preliminary analysis shall include whether the requested combination is a combination of elements that are ordinarily combined in the Qwest network. If the request is for a combination of elements that are not ordinarily combined in the Qwest network, the preliminary analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. All timeframes will be met unless extraordinary circumstances arise. In such a situation, CLEC and Qwest will negotiate a reasonable response timeframe.



**Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Black Hills FiberCom, L.L.C.  
for the State of South Dakota  
for Agreement Term, Existing Rules and  
Internet Service Provider ("ISP") Bound Traffic**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Black Hills FiberCom, L.L.C. ("Black Hills"). Black Hills and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, Black Hills and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the South Dakota Public Utilities Commission ("Commission");

WHEREAS, the FCC issued an Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic);

WHEREAS, the Parties wish to amend the Agreement to reflect the aforementioned Order under the terms and conditions contained herein; and

WHEREAS, the Parties wish to make further modifications to the Agreement as contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Amendment Terms**

This Amendment is made in order to add to the Agreement the terms and conditions contained in Attachments 1 and 2, attached and incorporated herein.


**2. Further Amendments**

Except as modified herein, the provisions of the Interconnection Agreement shall remain in full force and effect. Neither the Interconnection Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with

respect to the subject matter of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Black Hills FiberCom, L.L.C.**

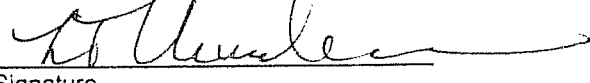
  
\_\_\_\_\_

**Paul D. Christensen**  
Name Printed/Typed

**Vice President & General Manager**  
\_\_\_\_\_

  
\_\_\_\_\_

**Qwest Corporation**

  
\_\_\_\_\_

**L. T. Christensen**  
Name Printed/Typed

**Director – Business Policy**  
Title

**9/19/01**  
Date

**ATTACHMENT 1  
AGREEMENT TERM AND EXISTING RULES**

1 The following is hereby added to the end of Section 1.2 of the Interconnection Agreement

"It is expressly understood that this Agreement will be corrected to reflect the outcome of general proceedings by the Commission in which Black Hills had or has the opportunity to participate, exclusive of proceedings relative to the Statement of Generally Available Terms (SGAT) for the State of South Dakota, for pricing, service standards, or other matters covered by this Agreement. The Parties further agree that the terms and conditions of the SGAT shall not apply and shall have no force or effect in this Agreement except for those SGAT provisions which the Parties may from time to time adopt by agreement. This Section 1.2 shall be considered part of the rates, terms and conditions of each Interconnection, service and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each Interconnection, service and network element arrangement contained in this Agreement."

2 Section XXII. "Term of Agreement" is hereby replaced in its entirety with the following:  
"This Agreement shall terminate on September 1, 2004. Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If such notice is given and the Parties negotiate or arbitrate a new agreement, this Agreement will terminate on the date the new agreement is approved by the Commission."

## ATTACHMENT 2 INTERNET SERVICE PROVIDER PROVISIONS

This Amendment applies to traffic exchanged after June 14, 2001.

### 1. Definitions

For purposes of this Amendment the following definitions apply:

1.1 "Bill and Keep" is as defined in the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic) (hereafter "FCC ISP Order"). Bill and Keep is an arrangement where neither of two (2) interconnecting networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own end users the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however, preclude intercarrier charges for transport of traffic between carriers' networks.

1.2 "ISP" means Internet Service Provider.

1.3 "Interconnection Agreement" is the agreement which was approved by the Commission under Docket No. TC98-205 between the Parties.

### 2. Exchange Service (EAS/Local) Traffic

The Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the reciprocal compensation rate for voice traffic provided for in the Interconnection Agreement.

### 3. ISP-Bound Traffic

3.1 Qwest and Black Hills elect to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC ISP Order, effective June 14, 2001, and usage based intercarrier compensation will be applied as follows:

3.2 Compensation for Interconnection configurations exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:

3.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to Black Hills that exceeds a 3:1 ratio of terminating (Qwest to Black Hills) to originating (Black Hills to Qwest) traffic is ISP-bound traffic. Black Hills will also presume traffic delivered to Qwest that exceeds a 3:1 ratio of terminating (Black Hills to Qwest) to originating (Qwest to Black Hills) traffic is ISP-bound traffic. Either Party may rebut these presumptions by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP-bound traffic will be considered to be section 251(b)(5) traffic. The provisions in this amendment apply regardless of how the ISP-bound traffic is determined.

3.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic, (1) originated by Qwest end users and terminated by Black Hills, and (2)

originated by Black Hills end users and terminated by Qwest, will both be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

- 3.2.2.1 For the year 2001, Black Hills or Qwest may receive compensation, pursuant to the Interconnection Agreement for ISP bound minutes up to a ceiling equal to, on annualized basis, the number of ISP bound minutes for which Black Hills or Qwest were entitled to compensation under that Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.
- 3.2.2.2 For 2002, Black Hills or Qwest may receive compensation, pursuant to the Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the minutes for which Black Hills or Qwest were entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.
- 3.2.2.3 In 2003, Black Hills or Qwest may receive compensation, pursuant to the Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the 2002 ceiling applicable to that Agreement.

3.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and Black Hills will be billed in accordance with the following:

- 3.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.
- 3.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003:
- 3.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.
- 3.2.3.4 Compensation for ISP bound traffic in Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes carrier expansion into a market it previously had not served.

#### 4. Effective Date

Qwest and Black Hills will adopt the rate-affecting provisions for both ISP-bound traffic and (b)(5) of the FCC ISP Order as of June 14, 2001, the effective date of the FCC ISP Order.

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of October 11, 2001 through October 17, 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CT01-045** In the Matter of the Complaint filed by Bonnie G. Ceroli, Sisseton, South Dakota, against Global Crossing Telecommunications, Inc. Regarding Unauthorized Switching of Services.

Complainant states that she received unauthorized billing on three of her telephone lines by Global Crossing. She states that Global Crossing continued to harass her, her family and her employee about Complainant's account with Global Crossing. Complainant states that although she feels that she is entitled to \$3,000.00 for the unauthorized billing, she would be willing to settle for \$1,500.00 from Global Crossing. If Complainant is required to attend a hearing on the complaint, she requests that the Commission award her travel expenses along with what she is entitled to under South Dakota law.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 10/11/01  
Intervention Deadline: N/A

**CT01-047** In the Matter of the Complaint filed by Millennialink d/b/a Dakota Internet, Sioux Falls, South Dakota, against Qwest Corporation Regarding Billing and Service Quality Issues.

The Complainant's representative states that for the past three years his client has had numerous billing and service problems with Qwest. He states that payments that have been paid to Qwest have not been fully credited to the Millennialink account, the accounts have been billed for services that were not authorized and the accounts were wrongfully assessed late fees and interest charges. Complainant's representative also states that because of Qwest's poor service and outages, Millennialink has lost thousands of dollars in lost customers, business and staff time. He also states that Millennialink has received little or no credit on their bill for the damages associated with the outages. The representative states that Qwest has also engaged in unfair trade practices when both companies were competitive in the DSL business. He states that Qwest representatives routinely advised Millennialink customers that DSL was not available through Millennialink and was available through Qwest. Complainant's representative requests that the Commission require Qwest to provide Millennialink with a full and complete account of all Millennialink accounts for the past 36 months; prohibit Qwest from further collection efforts until this matter is resolved; award monetary damages to Millennialink due to service outages caused by Qwest; award monetary damages to Millennialink due to unfair trade practices related to DSL marketing; award Millennialink its costs and disbursements related to these matter including reasonable attorney fees; and any other relief the Commission deems just and equitable.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 10/12/01  
Intervention Deadline: N/A

**TC01-161**      **In the Matter of the Filing for Approval of Amendments to an  
Interconnection Agreement between Qwest Corporation and Black Hills  
FiberCom, Inc.**

On October 17, 2001, a filing for approval of Amendments to an Interconnection Agreement between Qwest Corporation (Qwest) and Black Hills FiberCom, Inc. (FiberCom) was received by the Commission. According to the parties the Agreement is a negotiated agreement between Qwest and FiberCom which was approved by the Commission effective January 6, 1999, in Docket TC98-205. The EEL Amendment is made in order to add the terms and conditions and rates for Enhanced Extended Loop to the Agreement, as set forth in Attachment 1 and Exhibits A, B and C, attached to the Amendment. The ISP Amendment is made in order to add to the Agreement the terms and conditions contained in Attachments 1 and 2, attached to the Amendment. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the Agreement no later than November 6, 2001. Parties to the Agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier  
Date Docketed: 10/17/01  
Initial Comments Due: 11/06/01

You may receive this listing and other PUC publications via our website or via internet e-mail.  
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR )	ORDER APPROVING
APPROVAL OF AMENDMENTS TO AN )	AMENDMENTS TO
INTERCONNECTION AGREEMENT BETWEEN )	AGREEMENT
QWEST CORPORATION AND BLACK HILLS )	
FIBERCOM, INC. )	TC01-161

On October 17, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) amendments to an interconnection agreement between Black Hills FiberCom, Inc. n/k/a Black Hills FiberCom, L.L.C. (Black Hills) and Qwest. The Enhanced Extended Loop Amendment is made in order to add terms and conditions and rates for Enhanced Extended Loop to the Agreement, as set forth in Attachment 1 and Exhibits A, B and C, attached to the Amendment. The Internet Service Provider Amendment is made in order to add to the Agreement the terms and conditions contained in Attachments 1 and 2, attached to the Amendment.

On October 18, 2001, the Commission electronically transmitted notice of the filing of the amendments to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until November 6, 2001, to do so. No comments were filed.

At its duly noticed November 27, 2001, meeting, the Commission considered whether to approve the negotiated amendments to the agreement between Qwest and Black Hills. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendments do not discriminate against a telecommunications carrier that is not a party to the amendments and the amendments are consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the amendments to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated amendments to the agreement as described herein.

Dated at Pierre, South Dakota, this 5<sup>th</sup> day of December, 2001.

<b>CERTIFICATE OF SERVICE</b>	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By	<u><i>William Kalbs</i></u>
Date	<u>12/6/01</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

<u><i>James A. Burg</i></u> JAMES A. BURG, Chairman
<u><i>Pam Nelson</i></u> PAM NELSON, Commissioner